

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: RE: RGV - (b) (7)(E) Boat Ramp Repairs
Date: Friday, March 10, 2017 12:32:34 PM
Attachments: (b) (7)(E) Park Boat Ramp License Signed (b) (6), (b) (7)(C).pdf
image001.png
image002.png
image004.png
image006.png
MasterExhibit (b) (7)(E) BoatRamp_Starr.pdf
RGV_Starr (b) (7)(E) BoatRamp (b) (7)(E) .CBP License.pdf
Importance: High

Good morning (b) (6), (b) (7)(C) in response to your below email – I understand that this has emerged as a hot issue for RGV Sector.

I do not proclaim to have all of the facts of how we arrived at this juncture, because I am coming into it a bit late, but my understanding of the bottom line is that the owner of this boat ramp is currently barring access to BP until CBP completes the repairs it started and then stopped when it was realized that there was insufficient real estate clearance.

I have cc'd some other folks from BPAM, OCC and USACE who are now also involved in helping resolve this matter. I did not see it as my place to cc BP HQ, but you may want to consider bringing them into the loop on this issue.

As I said, I was brought into this issue recently, primarily because it overlaps an active open PF225 Condemnation case, but also because I like to help with involved and complex real estate issues.

I assure you that we are doing our best to untangle the knot and resolve all of the real estate issues.

As you'll see on the second attachment and in the below explanation, there is an ongoing open PF225 condemnation case that we're working to close out; the case shares part of the same access road as the boat ramp. This case was not deemed "high-priority" as compared to the rest of the O-1,2,3 cases we're working, so not much has been done on it yet unfortunately. However, we'll push it up on the priority list now, because of this boat ramp issue...they share the same access road as you'll see.

I have seen a lot of complicated real estate situations in RGV, and this one ranks right up there. That said, I'll do my best to summarize based on my understanding of what transpired, where we are now, and what we're doing:

1. Repair work by the CTIMR contractor commenced on the (b) (7)(E) boat ramp
 - a. Apparently work was then stopped shortly after a crane was staged and had just started work, because it was recognized that real estate clearance was actually insufficient
 - b. The owner is purportedly claiming that the crane left the site even more damaged
2. Real Estate Clearance was predicated on the attached license agreement (*ref first attachment to this email*)
 - a. However, the landowner who executed this agreement does not hold an easement over the entirety of the road leading to his property – shown as a yellow dashed line on the exhibit to the license.
3. The Access Road north of the boat ramp property was formerly "understood" to be "public" based upon discussions with the County
 - a. However, as we learned during PF225, the counties in RGV are known to inadvertently misrepresent what roads are "public" vs "private." (b) (7)(E)
(b) (6), (b) (7)(C)
(b) (6), (b) (7)(C)
 - b. The bottom line is that we can never take the County's word for it – it's the equivalent of an assumption unfortunately. We need to do the independent title research when the question arises as to whether a given road is public or private. This is particularly true here in Starr County, where land records are notoriously deficient. As you may know, the last two tax assessors and much of their staffs were removed under criminal charges – sufficed to say, the records are not what they ought to be.
 - i. **ACTION CURRENTLY UNDERWAY:** USACE is in the process of performing that title research now, but it may take 3-4 weeks.
4. REF the attached Exhibit/Map (it highlights the "big picture")
 - a. The blue line is the portion of road that is paved, and that is generally understood to be public.
 - b. The landowner who signed the license now owns more land – he purchased a second parcel along the river, so he now owns (82654 & 62740)
 - c. That leaves the yellow portion of road between 62740 and the blue road in question – is it public or private? That is what USACE is researching
 - i. If it is private, we will need to engage owners of parcels (23704 & 23425) to the west. Likely we'd try to get a license first for expediency sake, but we'll need an easement anyway for the PF225 fence swath taking.
 - ii. There is another complex issue having to do with the owner of (66036 & 83630) to the west of the access road.

1. This owner is purportedly on the FBI's most wanted list and has fled the country to Mexico.
2. We'll likely need to await the completion of the condemnation action to condemn this portion of the road – if in fact it is private.

d. PF225 (Unconstructed Segment O-1) CONDEMNATION ACTION:

- i. CBP filed a Declaration of Taking (DT) for (b) (7)(E) along the river, and for all of the access road tracts. However, we never received a possession order before the O-1 segment cases were "paused" due to the effort to re-align the fence swath to meet IBWC's flood plain requirements.
- ii. Perhaps the most expeditious way to resolve the boat ramp access issue, is to tee this case back up and finish it.
- iii. However, we still need to await USACE's title research regardless.
- iv. NOTE – now that the landowner of the boat ramp bought parcel 62740, he'll need to be named in the condemnation action because he now owns a portion of the fence access road and fence swath, but I would bet he doesn't know that yet.

In closing, I asked for all relevant documents, and the third attachment was forwarded to me. It is a license that RGV Sector entered into with this landowner to use the boat ramp.

Although this use agreement is arguably not technically a real estate issue, I consulted OCC because it's something I had seen before. Without going into detail on this email, there are a couple of legal issues/questions raised by the agreement, so I would strongly recommend that Sector consult with OCC and local counsel before using this agreement again. Sector can also consult with OCC and local counsel if in fact it has an operational need to supersede the owner's denial of use of the ramp, predicated on BP's statutory patrol authority.

I hope that helps...

If you would like to have a call on this next week, I'll tee it up.

v/r

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Friday, March 10, 2017 10:43 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: FW: RGV - (b) (7)(E) Boat Ramp Repairs

(b) (6), (b) (7)

I was informed that the repairs to this ramp are on hold until further notice.

I'm anticipating that our Chief Patrol Agent (CPA) will ask me numerous questions since the project has been reported as being stagnant for quite some time. This particular project is in the priority zone for the sector. Not having access for our boat patrol agents will cause an enormous operational impact in this zone. As mentioned above and listed on the below string the area has seen a spike in violence toward our agents and law enforcement in general.

- Why is the process moving so slowly?
- Is there anything that we do to expedite the process?
- Why were we authorized to make repairs before but we can't now?
- As the top priority for Border Patrol can we get a waiver or other means to conduct the repairs?

The landowner has been very patient with us and he has hinted that he will ask us to not to use his ramp if he can't make repairs to damage we caused. (b) (6), (b) (7)(C) already requested that National Guard get off his property and we don't want to be next.

I was also informed to coordinate with your office any communication with (b) (6), (b) (7)(C). I have not provided him with any updates but he keeps calling me. I don't mind fielding the call just not sure what to tell him at this point. Please provide guidance and response to above question in order for me to update my management and CPA.

Respectfully,

(b) (6), (b) (7)(C)
Operations Officer
RGV Sector/Tactical Infrastructure
(b) (6), (b) (7)(C)

"Become the kind of leader that people would follow voluntarily, even if you had no title or position." --Brian Tracy

From: (b) (6), (b) (7)(C)
Sent: Friday, February 24, 2017 3:04 PM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C) >
Subject: RE: RGV - (b) (7)(E) Boat Ramp Repairs

(b) (6), (b) (7)(C)
Per our phone conversation, the important issue is to repair the damage that we caused that made the ramp unusable for (b) (6), (b) (7)(C).
If that includes damage that was done to the toe, that repair can be included in the agreement of work.
The primary point is to "repair" the ramp and not to "improve" or "rebuild" it.

And, of course, we need to have (b) (6), (b) (7)(C) and BP agree and record the identified repairs prior to initiation of the work.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)
Realty Specialist
Sev1tech, Inc.
Real Estate, Environmental & Leasing Division
US Customs and Border Protection
150 Westpark Way
Euless, TX 76046

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)
Sent: Friday, February 24, 2017 2:44 PM
To: (b) (6), (b) (7)(C) >
Cc: (b) (6), (b) (7)(C)
Subject: RE: RGV - (b) (7)(E) Boat Ramp Repairs
Importance: High

Good Afternoon All,

Our Chief Patrol Agent has deemed this area of high priority and not having access will cause a major impact to our current operations. A few months ago we had a significant incident in the area.

- See articles on the following links:
 - o <http://valleycentral.com/news/local/texas-department-of-public-safety-trooper-shot-in-starr-county>
 - o http://www.themonitor.com/news/local/trooper-shot-near-the-rio-grande/article_e2b81260-b347-11e6-96f3-7fc9b55d9def.html

I informed (b) (6), (b) (7)(C) of the proposed work and he is not pleased. He mentioned that he may ask us to stop using his ramp as a result of the lack of repairs. The ramp is not in optimal condition but our boat patrol agents are able to deploy since the water levels are currently high. (b) (6), (b) (7)(C) has been very tolerant but seems like he is running out of patience. Thanks to all that have been great assistance with this and all other projects.

Respectfully,

(b) (6), (b) (7)(C)

Operations Officer

RGV Sector/Tactical Infrastructure

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Friday, February 24, 2017 2:10 PM

To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C) >

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Repairs

(b) (6), (b) (7)(C)

From a Real Estate perspective, in accordance with (b) (6), (b) (7)(C) email below, we have determined that the route from the public road is "green" for repairs. I know it is difficult to quantify "minor repairs", but the basis is that we need to repair the damage back to the prior condition. (b) (5) However, if we were going to **replace** the ramp or do significant "improvements" we would have to reevaluate the access.

From a Real Estate standpoint, we will accept the agreement between local BP and the landowner on the extent of the repairs required.

That is why we want the landowner to agree beforehand on the exact level of work.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Realty Specialist

Sev1tech, Inc.

Real Estate, Environmental & Leasing Division

US Customs and Border Protection

150 Westpark Way

Euless, TX 76046

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Friday, February 24, 2017 1:40 PM

To: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RGV - (b) (7)(E) Boat Ramp Repairs

(b) (6), (b) (7)(C),

I'm trying to determine what minor repairs are considered acceptable in order to restore the boat ramp to its original condition as per your email.

The before photos below dated 12/15/15 show the boat ramp had a functional ramp and toe before the damages. It certainly didn't meet standards, but it was operational.

Since the equipment damage to the ramp by the contractor (see after photo below dated 02/21/17) the end of the ramp has completely eroded as well as the toe. It was dragged away due to the water that got underneath the leftover ramp.

(b) (6), (b) (7)(C) claim is that we damaged the end of the ramp (approximately 30 ft. from the ramp to the river), and also caused the toe damages. He told (b) (6), (b) (7)(C) yesterday that he expects both ramp and toe to be repaired. Stating he would cutoff CBP's use of the ramp if they weren't.

(b) (7)(E)

QUESTIONS:

-
(b) (6), (b) 1) What damage is acceptable to repair? Ramp and Toe or Ramp only?

(b) (6), (b) 2) I understand CBP must follow the terms of the existing License Agreement with (b) (6), (b) (7)(C), but do we have green/green access from the public road to enter property and perform the work? I understand we don't, but I may be wrong.

Ramp conditions before damages:





Ramp conditions after damages (05/15/16 & 02/21/17)

(b) (7)(E) Boat Ramp
Ramp w/Toe View
After Photo (05/15/16)







From: (b) (6), (b) (7)(C)

Sent: Wednesday, February 15, 2017 5:50 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update
Importance: High

(b) (6), (b) (7)

(b) (5)

Respectfully,

(b) (6), (b) (7)(C)

Realty Specialist
Interagency Support Branch
p (b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Wednesday, February 15, 2017 10:24 AM

To: (b) (6), (b) (7)(C) >

Cc: (b) (6), (b) (7)(C)

Subject: [EXTERNAL] RE: RGV (b) (7)(E) Boat Ramp Update

Importance: High

(b) (6), (b) (7)

I'm getting pinged by the landowner quite frequent regarding the repairs to the boat ramp. The sub-contractor damaged his ramp as we were trying to repair it.

(b) (5)

Respectfully,

(b) (6), (b) (7)(C)

Operations Officer
RGV Sector/Tactical Infrastructure
(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Tuesday, February 14, 2017 1:38 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

(b) (6), (b) (7)

Thanks for the additional information.

(b) (5)

(b) (6), (b) (7)(C)

(b) (5)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Realty Specialist
Sev1tech, Inc.
Real Estate, Environmental & Leasing Division
US Customs and Border Protection
150 Westpark Way
Euless, TX 76046

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Tuesday, February 14, 2017 1:17 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

(b) (6), (b) (7)(C)

Attached are two additional pictures of the previously provided document.

Recording # 00334231

Respectfully,

(b) (6), (b) (7)(C)

Operations Officer
RGV Sector/Tactical Infrastructure

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Friday, February 03, 2017 11:41 AM

To: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

(b) (6), (b) (7)(C)

Two things – 1) can you provide the recording number on the deed? USACE can use that number to access the document.

2) (b)(6);(b)(7)(C) purchase will just change the name of the landowner of that parcel in the litigation for the Amended Declaration of Taking. There are other parties in the condemnation case. So, we will still have to wait until this case is resolved and

closed by the Federal Courts.

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Realty Specialist
Real Estate, Environmental & Leasing Division
US Customs and Border Protection
150 Westpark Way
Euless, TX 76046

(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Friday, February 03, 2017 9:39 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

Importance: High

Good Morning (b) (6), (b) (7)(C)

I just received a call from (b) (6), (b) (7)(C), he informed me that he just purchased some of the property that was in litigation. He claimed that it's the property directly to the west of his property.

Attached is a picture of the warranty deed. We can obtain a better copy in the near future.

Does this change anything in order for us to make the repairs? Thanks

Respectfully,

(b) (6), (b) (7)(C)

Operations Officer
RGV Sector/Tactical Infrastructure

(b) (6)

From: (b) (6), (b) (7)(C)

Sent: Wednesday, May 18, 2016 7:35:37 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

I am sorry to hear this news, but we all know the risks in obtaining RE clearances. I thank you for the update and all the hard work placed in the attempt.

Let this not discourage us from going forward with the remaining boat ramps.

Let's take a look at the latest ramp spreadsheet and go forward with the next one.

From: (b) (6), (b) (7)(C)

Sent: Tuesday, May 17, 2016 5:15 PM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

All,

(b) (5)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

Sr. Program Mgmt. Specialist

CBP/BPFTI

DOS Logistics, Inc.

(b) (6), (b) (7)(C)

From: (b) (6);(b) (7)(C)

Sent: Monday, May 16, 2016 7:33 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV - (b) (7)(E) Boat Ramp Update

Thanks (b) (6), (b) (7) So this means we are green for the ramp and toe at (b) (7)(E). Now let's see if (b) (6), (b) (7) can get us road access and M&R rights.

(b) (6), (b) (7) make sure we document this especially on the summary page.

From: (b) (6), (b) (7)(C)

Sent: Monday, May 16, 2016 6:30 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV Boat Ramp Update

(b) (6), (b) (7) The environmental clearance in place covers replacing the toe as well as conducting the repairs necessary from the damage that occurred when they were trying to fix the toe a few months ago. I'll keep you posted on the clearance for the road repairs.

(b) (6), (b) (7)

(b) (6), (b) (7)(C), PMP
Sr. Environmental Specialist
LMI Government Consulting
Border Patrol Facilities and Tactical Infrastructure
Program Management Office
Facilities Management and Engineering
1331 Pennsylvania Avenue, NW,
Suite 1555, Mailstop 1102
Washington, DC 20229
(b) (6), (b) (7)(C)

Excel as a trusted strategic partner enhancing Border Patrol's proud legacy

From: (b) (6), (b) (7)(C)
Sent: Friday, May 13, 2016 11:43 AM
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C)
Subject: RE: RGV Boat Ramp Update

Yes, you are correct. If I remember correct, the contractor did cause damage to the ramp and that needs repaired as well as the toe.

(b) (6), (b) (7)(C) the ENV must be for a full footprint that would include the ramp and toe and of course the road.

As far as RE goes, (b) (6), (b) (7)(C) is working to get us access and enable for M&R on the road.

In summary, (b) (7)(E) Boat Ramp will be a ramp and toe repair. (b) (6), (b) (7)(C) needs to get us access and M&R rights on the road. (b) (6), (b) (7)(C) needs to get us ENV green for the footprint and road. The estimate includes fixing the ramp and toe.

From: (b) (6), (b) (7)(C)
Sent: Friday, May 13, 2016 10:19 AM
To: (b) (6), (b) (7)(C)
>
Cc: (b) (6), (b) (7)(C)

Subject: RE: RGV Boat Ramp Update
Importance: High

Good Morning (b) (6), (b) (7)(C)

Can I get some clarification?

(b) (7)(E) **Road Boat Ramp** – 3/2016 construction began and then delayed due to high water and heavy water flow. New estimate to be reviewed. RE has discovered a litigation concerns on the access road and rescinded RE green status on road until resolved. ENV will proceed, estimating ENV green within 2 months for road and toe. This will be a toe repair only.

If I understand correctly this ramp is already environmentally green to conduct toe repairs. The road is not clear and the a full redo cannot be conducted with the current environmental. I included (b) (6), (b) (7)(C) so she can assist with this information since she was also on the teleconference. (b) (6), (b) (7)(C) also advised that he would look into the current Real Estate issue on the road leading to this boat ramp.

I'm glad that an additional boat ramp (b) (7)(E) has been placed in the process of repairs. Thank you.

Respectfully,

(b) (6), (b) (7)(C)
Operations Officer
RGV Sector/Tactical Infrastructure
(b) (6), (b) (7)(C)

From: (b) (6), (b) (7)(C)

Sent: Friday, May 13, 2016 9:25 AM

To: (b) (6), (b) (7)(C)

Cc: (b) (6), (b) (7)(C)

Subject: RGV Boat Ramp Update

Meeting held 5/12/2016 that addressed the following boat ramps:

RGV Boat Ramps

Attendees:

(b) (6), (b) (7)(C)

DECISIONS:

Due to the high water levels, most ramps will need to use the sheet piling method due to the water levels.

Even using the sheet piling method, water levels and flows must be evaluated. Lowest period are between October and February. Once ramps are g/g, we will evaluate the water and flow levels to determine the best construction times.

ACTIONS:

(b) (7)(E) Boat Ramp – Requesting estimate from contractor, to begin RE and ENV clearances for road and ramp. Once estimate has been received, start the PRD data entry. Full ramp repair and possible road repair.

(b) (7)(E) Boat Ramp – Reviewing estimate, requested BU/BE to begin PRD data process, Real Estate is now green for road and ramp, ENV estimates 3 months to clear road and ramp. Full ramp repair and possible road repair.

(b) (7)(E) Road Boat Ramp – 3/2016 construction began and then delayed due to high water and heavy water flow. New estimate to be reviewed. RE has discovered a litigation concerns on the access road and rescinded RE green status on road until resolved. ENV will proceed, estimating ENV green within 2 months for road and toe. This will be a toe repair only.

(b) (7)(E) Boat Ramp – Reviewing estimate from contractor, requested BE/BU to begin PRD data process, Real Estate is green for both road and ramp. ENV estimates 3 months for green status. Full ramp repair and possible road repair.



U.S. Customs and
Border Protection

January 25, 2016

(b) (6), (b) (7)(C)

Dear (b)(6);(b)(7)(C),

Please find the enclosed fully executed license for your records. U.S. Customs and Border Protection (CBP) thanks you for your participation in the license program and support of our nation's security.

If you have any questions, please contact Mr. (b) (6), (b) (7)(C) or by e-mail at (b) (6), (b) (7)(C)

Sincerely,

(b) (6), (b) (7)(C)

Director
Real Estate and Environmental Services Division
Border Patrol Facilities and Tactical Infrastructure
Program Management Office
U.S. Customs and Border Protection

Enclosures

License Agreement

between

U.S. Customs and Border Protection

and

(b) (6), (b) (7)(C)

within

Rio Grande Valley Border Patrol Sector

WHEREAS, **(b) (6), (b) (7)(C)** (hereinafter "Licensor") is the lawful owner of the property at **(b) (7)(E)** Gate Boat Ramp, Parcel ID # Unknown (hereinafter "Property") as shown on Exhibit A;

WHEREAS, U.S. Customs and Border Protection (hereinafter "CBP"), through the United States Border Patrol, is responsible for securing the United States border;

WHEREAS, from time to time, CBP, its officers, employees, agents and contractors may enter upon the Property to maintain and repair roadways and a boat ramp to ensure that CBP is able to safely and effectively patrol the United States border;

WHEREAS, Licensor understands and acknowledges that this License does not affect the authority of CBP to access property, as authorized by law, in the course of performing its border security and enforcement mission;

WHEREAS, this License expresses Licensor's permission for CBP, its officers, employees, agents and contractors to access the Property for the purpose of maintaining and repairing roadways and boat ramp located on the Property; and

WHEREAS, Licensor acknowledges that well-maintained roadways and boat ramp on the Property provide a benefit to Licensor;

IT IS HEREBY AGREED by Licensor, effective this 13 day of January, 2016, that CBP, its officers, employees, agents and contractors are permitted to enter upon the Property to maintain and repair existing roadways and a boat ramp (including, but not limited to, removing hazards, graveling, grading, debris removal, filling in potholes, mowing, correcting weather-related damage to roadway surfaces, and/or assembly, placement, and removal of temporary structures or improvements on or near the boat ramp, which may include, but not be limited to, welding of metal or steel components and anchoring said structures or improvements into the ground or soil to ensure stability) located on the Property. Licensor agrees to permit CBP, its officers, employees, agents and contractors to temporarily store maintenance and repair equipment and material on the Property. Licensor further agrees to permit CBP, its officers, employees, agents and contractors to enter upon the Property for the purpose of accessing and maintaining adjacent properties.

THE LICENSOR FURTHER AGREES that, for a period not to exceed one hundred and eighty (180) days from the effective date of this License, CBP, its officers, employees, agents, and contractors shall have the right to enter upon the Property for the purpose of conducting environmental assessments, including the right to temporarily store, move and remove necessary equipment and supplies, survey, stake out, appraise, bore and take soil and/or water samples, and to perform any other such work which may be necessary and incidental to the CBP's assessment of the Property prior to CBP maintenance and repair of existing roadways located on the Property under this License.

1. Authority. Licensor affirms its lawful ownership of the Property and its authority to execute this License to permit CBP, its officers, employees, agents and contractors to access the Property for the purpose of maintaining and repairing roadways located on

the Property and/or for the purpose of conducting environmental assessments on the Property.

2. Revocability. CBP's right to enter upon the Property to maintain and repair existing roadways on the Property pursuant to this License will not automatically terminate upon a date certain; however Licensor retains the right to revoke the License, and any rights granted herein, at any time and for any reason. NOTICE: In the event Licensor decides to revoke this License, Licensor agrees to provide written notice of revocation to CBP at least 30 days prior to the date of revocation by delivering the notice to the License Administrator at the following address:

U.S. Customs and Border Protection
ATTN: License Administrator
1331 Pennsylvania Avenue NW
Washington, D.C. 20229

The License Administrator can also be reached via phone at (888) 657-5942 or via email at borderfenceplanning@cbp.gov

3. Contact for Questions, Concerns or Changes of Ownership Information. After executing this License, should the Licensor have any questions or concerns regarding this License or work performed under this License – CBP invites the Licensor to contact the License Administrator cited above. CBP is committed to being responsive to any and all correspondence received from Licensors. Additionally, the Licensor is encouraged to notify the License Administrator of any changes in land ownership – to include changes to the Licensor's contact information (name, address, phone, etc.).

4. Restoration. Considering the nature of the use authorized by this License, in the event of revocation, or in the event CBP determines that it is no longer necessary to

access the Property for the purpose of maintaining and repairing roadways pursuant to this License, CBP will remove maintenance equipment from the Property, but CBP will not cause the Property to be restored to any earlier condition, provided, however, that CBP will refill any bore holes that are created as a part of CBP's assessment of the Property.

5. Costs. Licensor acknowledges that this License is being granted to CBP without cost or monetary compensation to Licensor. CBP acknowledges that it is responsible for the costs of the maintenance and repair and/or assessment activities performed under this License.

6. Non-Exclusivity. CBP's use of the Property authorized by this License does not limit Licensor's ability to use the Property. However, Licensor understands that this License in no way restricts CBP from conducting any statutorily authorized activities on the Property.

7. Permission Specific to Licensor. This License is effective only insofar as Licensor retains ownership of the Property. Licensor agrees to provide written notice of revocation as set forth above in the event Licensor transfers its ownership of the Property.

8. No Assignment or Transfer. Only CBP, its officers, employees, agents and contractors may enter upon the Property pursuant to this License.

9. Modification or Amendment. This license may only be modified or amended by a written agreement, signed by Licensor and an authorized representative of CBP.

10. No Waiver of Federal Tort Claims Act Remedies. Licensor does not waive any right to seek remedies for any damages that may result from this License. Licensor

understands that its exclusive remedy for damage claims is pursuant to the Federal Tort Claims Act.

11. No Obligation to Maintain or Repair Roadways. Licensor acknowledges that although this License authorizes CBP to maintain and repair roadways on the Property, CBP is under no obligation to do so.

12. Availability of Funds. The obligations of CBP under this License, if any, shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

13. Entire Agreement. This License constitutes the entire agreement between Licensor and CBP with respect to the maintenance and repair activities set forth above. This License supersedes any prior understanding or representation of any kind preceding its effective date.

[Signature Page to Follow]

IN WITNESS WHEREOF, Licensor and an authorized representative of CBP have caused this License to be executed.

For Licensor:

(b) (6), (b) (7)(C)

on _____
Date

1-13-16

For U.S. Customs and Border Protection:

(b) (6), (b) (7)(C)




on _____

Date


25 JAN 2016

Director, Real Estate and Environmental Services Division
Border Patrol Facilities and Tactical Infrastructure
Program Management Office
U.S. Customs and Border Protection

(b) (7)(E), (b)(6);(b)(7)(C)


Legend	
	Parcel Outline
	Boat Ramp
	CTMR Rds

Reference
Parcel ID Number: Unknown



0 100 200 Feet

1 inch = 200 feet



Warning: This document is FOR OFFICIAL USE ONLY (FOUO). It contains information that may be exempt from public release under the Freedom of Information Act (5 U.S.C. 552). It is to be controlled, stored, handled, transmitted, and disposed of in accordance with DHS policy relating to FOUO information and is not to be released to public or other personnel who do not have a valid "need-to-know" without prior approval of an authorized DHS official.

January 8, 2016

Parcel Outline



Boat Ramp

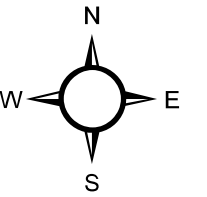
Private Route

**Ebony Ave
Public Road**

Reference

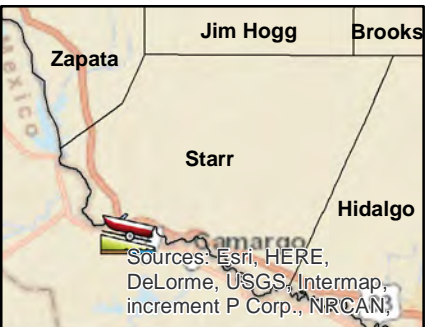
Parcel ID Number:

(b) (7)(E)



0 100 200 Feet

1 inch = 200 feet



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~~need-to-know" without prior approval of an autho~~
BW11 FOIA CBP 002383

MARCH 2, 2016

U.S. CUSTOMS AND BORDER PROTECTION

DEPARTMENT OF HOMELAND SECURITY

GRATUITOUS LICENSE AGREEMENT

The undersigned Fernando Javier Escobar (the "Owner"), hereby grants to United States Customs and Border Protection ("CBP") a limited and gratuitous license (the "License") to enter upon Owner's property, known as the (b) (7)(E) (the "Property"), which is located in Roma, Texas, for the purpose of launching Border Patrol watercraft into the Rio Grande River; provided, however, that CBP agents, or any agents or agencies acting on its behalf, seeking entry to the Property, shall follow all entry and exit protocols required by the Owner.

This License shall begin on 4/1, 2015 or the date of execution of this agreement, whichever is later, and continue thereafter until terminated. The parties recognize the private nature of the Property and that the Owner's requirements and use of the Property are, at all times, paramount to the needs or desires of CBP. Accordingly, this License may be revoked at any time by Owner by informing the senior most agent present that s/he (and all other government personnel present) must relocate, cease their activities, and/or leave the Property, as the situation warrants, and, thereafter send written confirmation of such revocation to the Rio Grande City Border Patrol Station at 730 Border Patrol Lane, Rio Grande City, TX 78582.

The parties further agree that CBP, and any agents or agencies acting on its behalf, will not perform or direct any construction, improvement, remodeling, or install any fixture or other equipment on the Property premises without the Property's express, written permission. Furthermore, as a gratuitous license agreement, Owner understands and agrees that he will be owed no compensation for use of the Property by CBP.

CBP hereby warrants and represents that:

- 1) It is self-insured with respect to liability for property damage, personal injuries, or accidents caused by its employees while on location at the Property and shall treat Owner and the Property as it would any additional named insured, or otherwise fully reimburse Owner for any property damage, personal injuries, or accidents caused by Border Patrol employees, and/or any federal agents or agencies acting on its behalf while at the Property;
- 2) CBP employees are covered by the U.S. Department of Labor's Office of Workers Compensation Programs with respect to any injuries suffered in the course of federal employment AND NO PERSONAL INJURY CLAIMS OF ANY NATURE WHATSOEVER, REGARDLESS OF FAULT, SHALL BE PROSECUTED AGAINST THE OWNER or the Property;

- 3) CBP hereby waives, releases and holds Owner and the Property harmless from any and all liability in the event of any property damage or personal injury caused by or arising from the CBP's information gathering activities at the Property; and
- 4) The execution, delivery, and performance of this agreement has been duly authorized by all necessary action of CBP and on behalf of its employees, and any federal agents or agencies acting on its behalf, and constitutes the legal, valid, and binding obligation of CBP enforceable against it according to its terms.

SIGNED AND AGREED TO this 15th day of April, 2015.

OWNER: (b) (6), (b) (7)(C)

By: (b) (6), (b) (7)(C)

Signature: _____

Address: (b) (6), (b) (7)(C)

Telephone: (b) (6), (b) (7)(C)

FOR U.S. (b) (6), (b) (7)(C) PROTECTION

Signature: _____

Printed Name: (b) (6), (b) (7)(C)

Title/Position: Chief Patrol Agent, Rio Grande Valley Border Patrol Sector, CBP

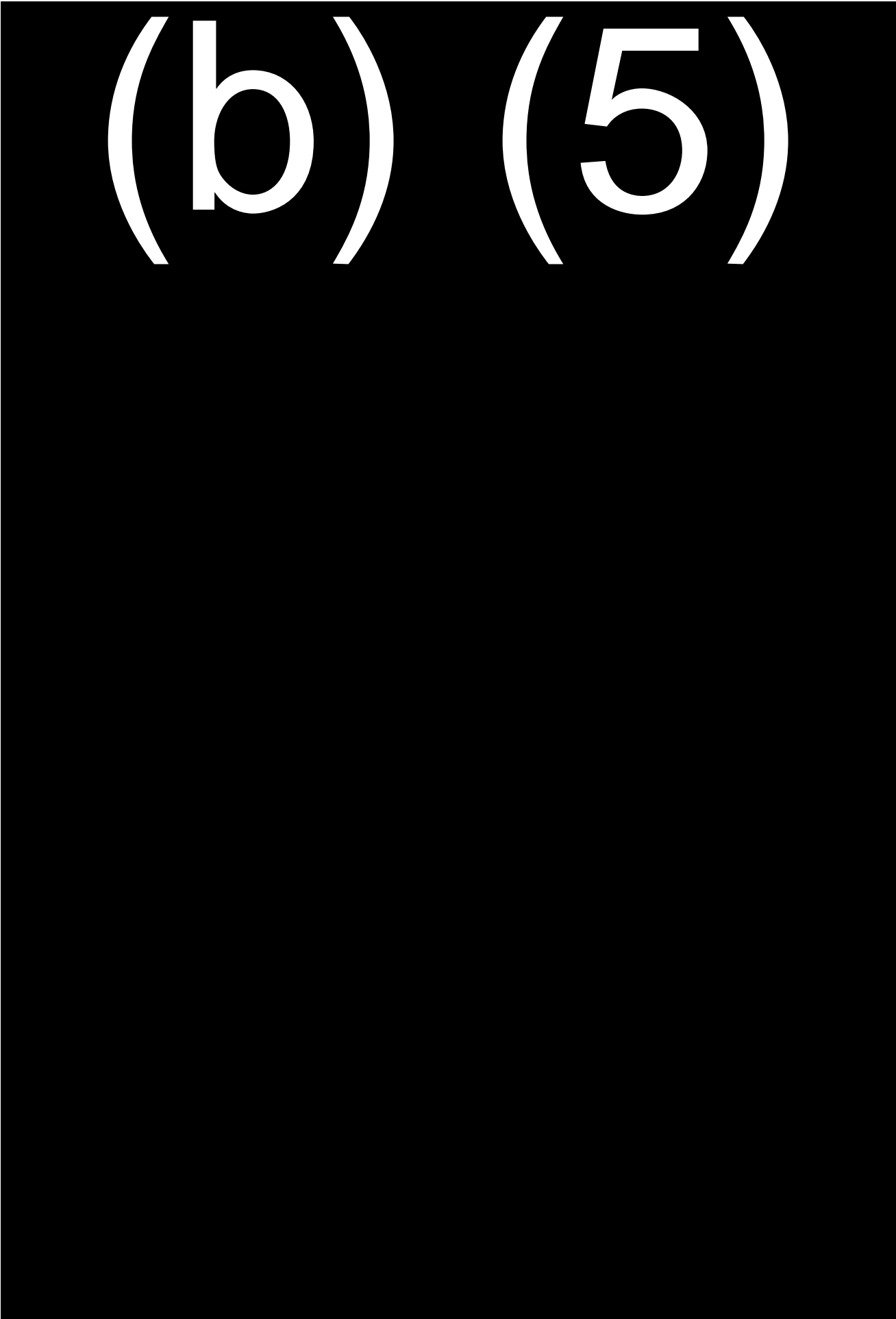
Address: 4400 S. Expressway 281, Edinburg, TX 78542

Telephone #: (b) (6), (b) (7)(C)

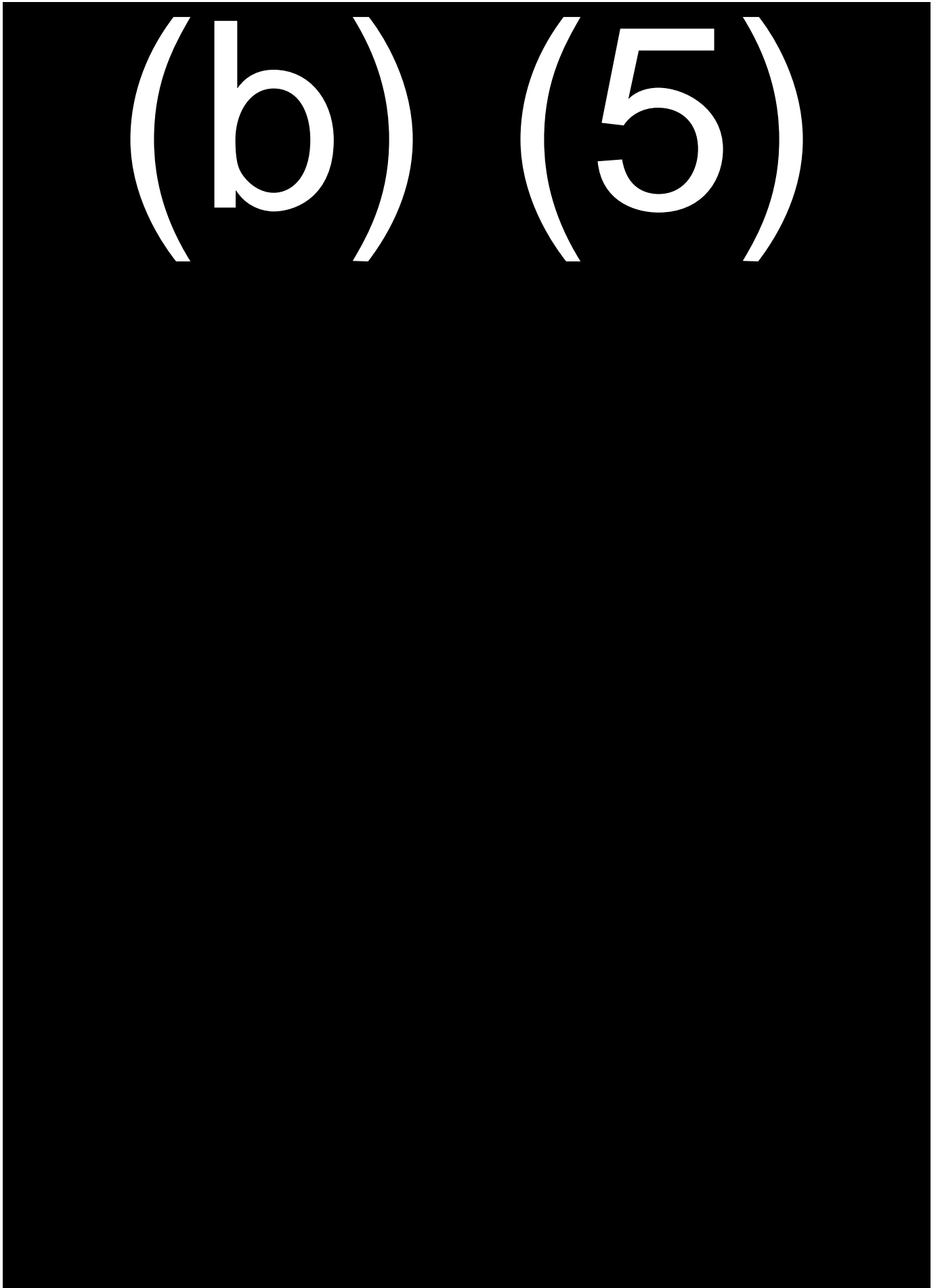
(b) (5)

(b) (5)

(b) (5)

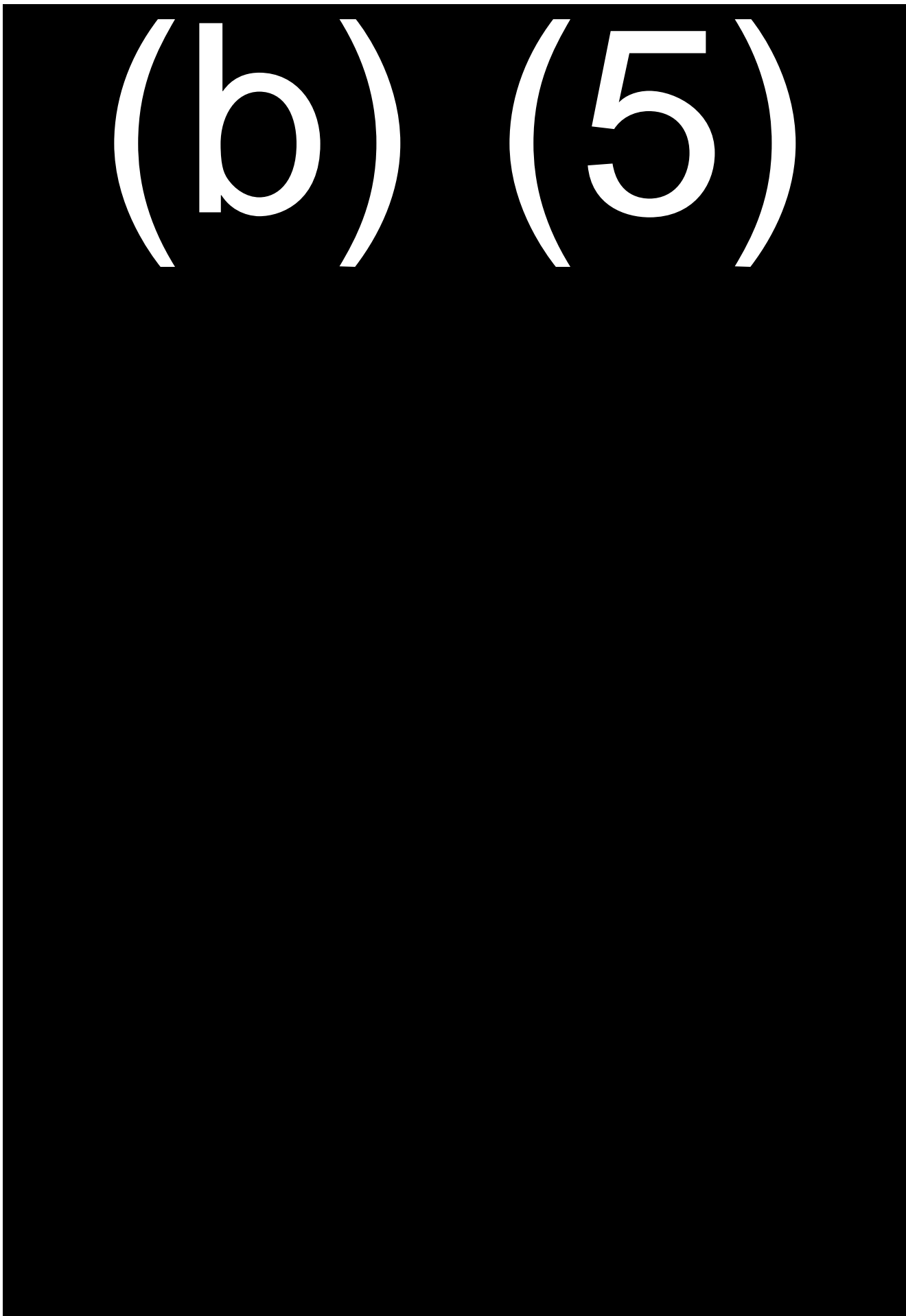


(b) (5)



(b) (5)

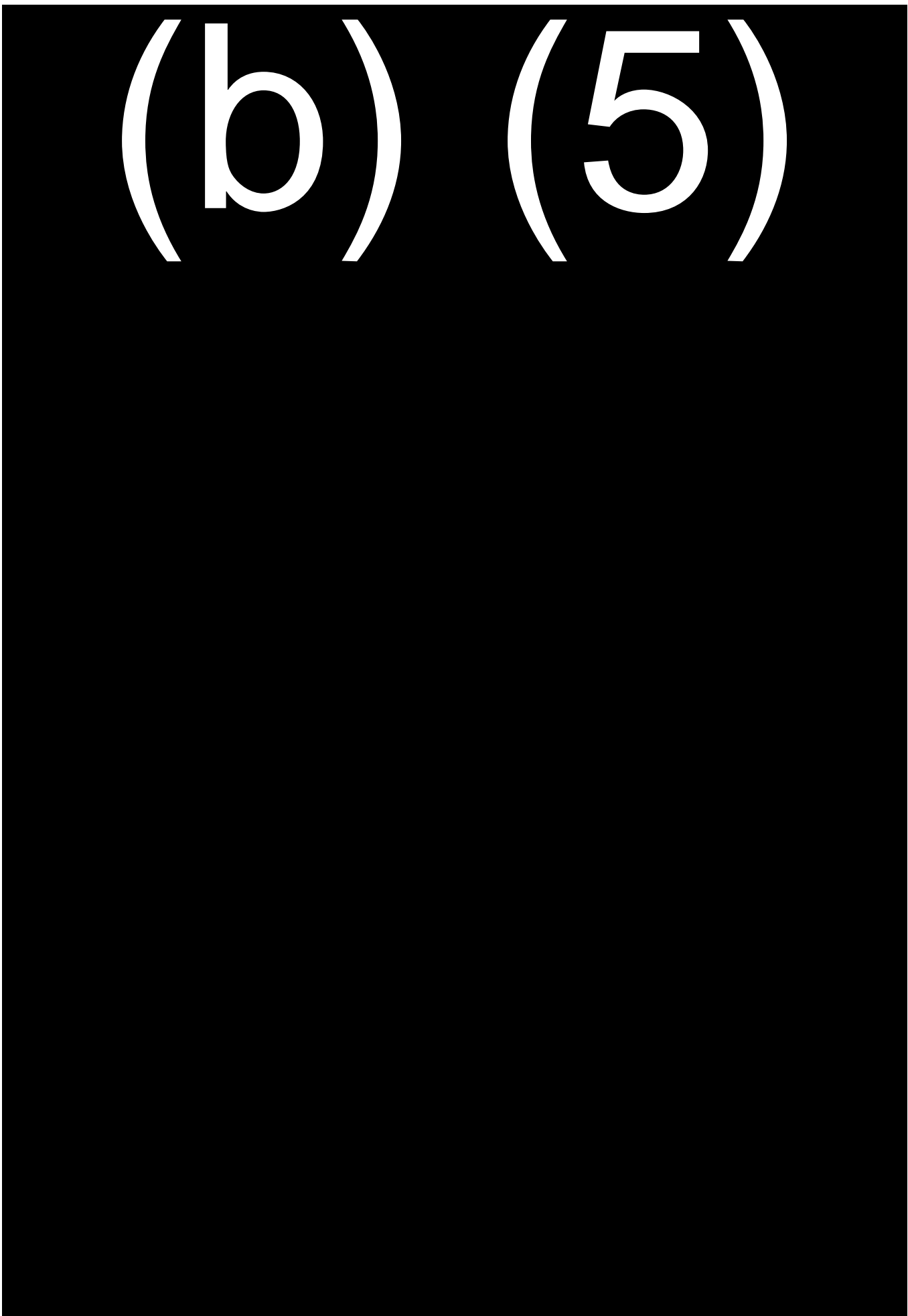
(b) (5)



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(b) (5)

From: (b) (6), (b) (7)(C)
To: (b) (6), (b) (7)(C)
Cc: (b) (6), (b) (7)(C) [1](#)
Subject: RE: Request for Settlement Authority; Rivas; Case No. 7:08-cv-302
Date: Wednesday, June 14, 2017 5:41:17 PM
Attachments: (b) (5)

I will work with (b) (6), (b) (7)(C) to see if there is a window for an initial call with (b) (6), (b) (7)(C) tomorrow or Friday to discuss.

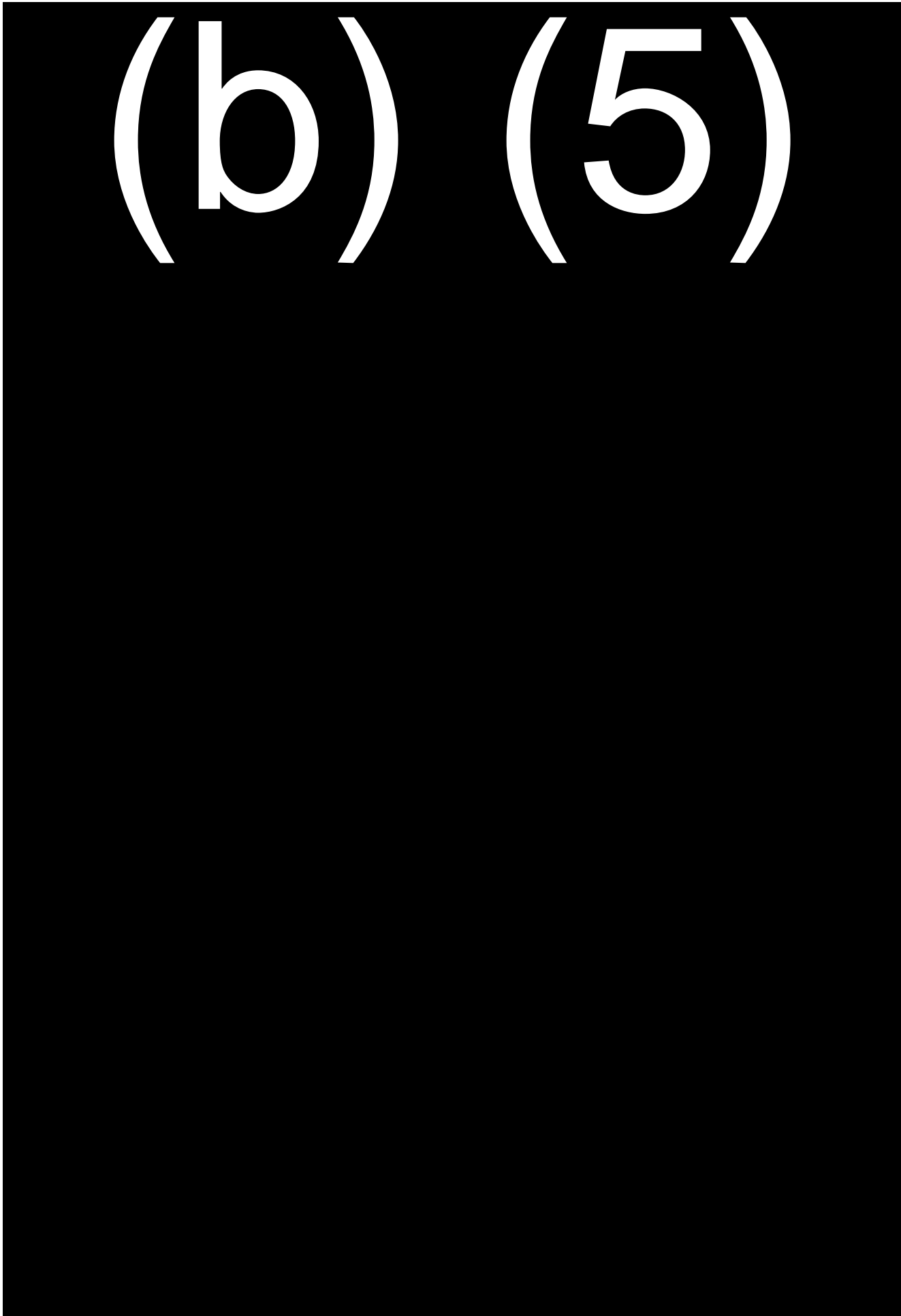
I am attaching BP's Issue Paper. I am unclear as to where the current proposed O-3 alignment is in relation to the additional (b) (6), (b) (7)(C) acreage (b) (5)

(b) (5)

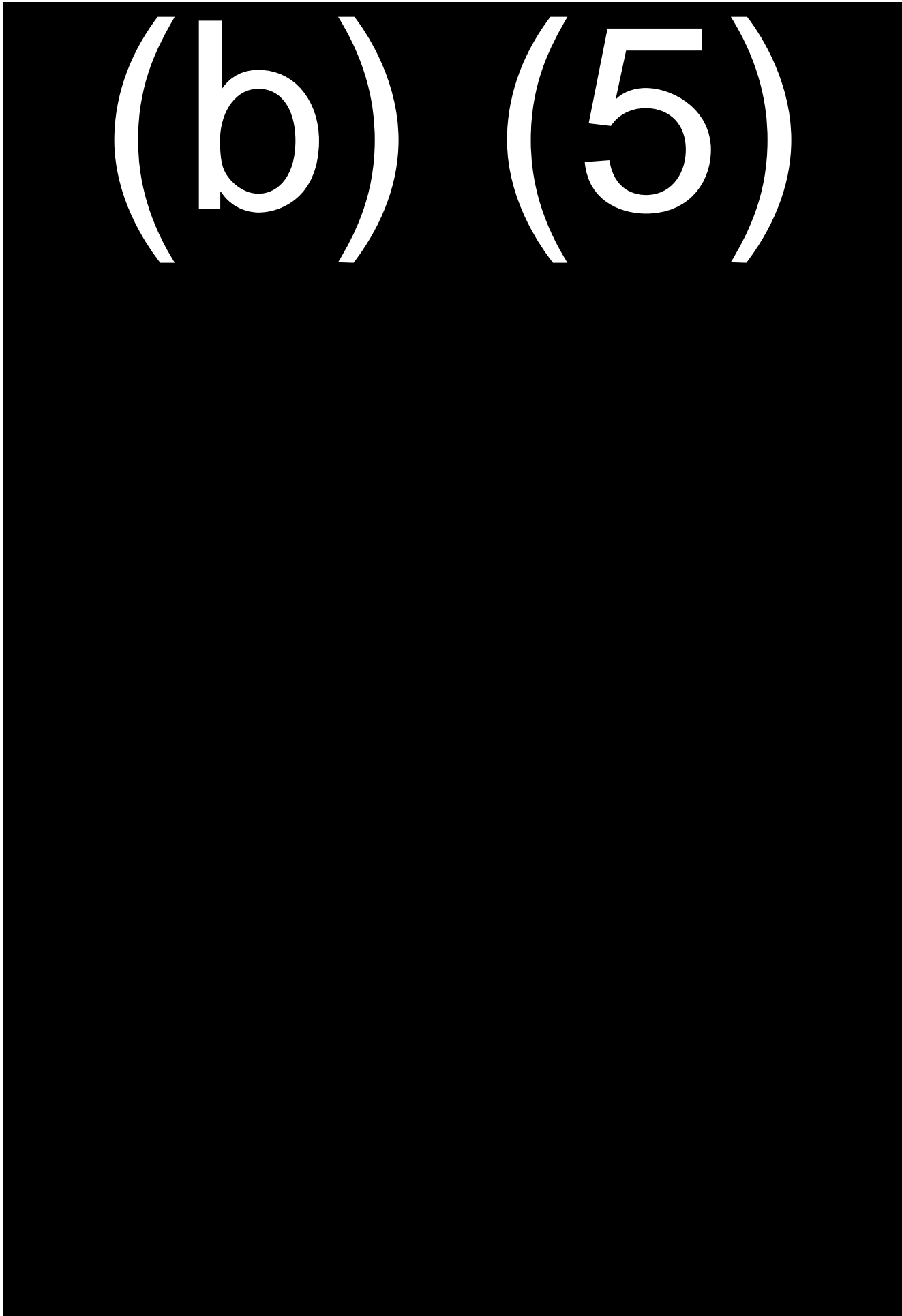
(b) (5)

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(b) (5)



(b) (5)



(b) (5)